

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TATYANA LYSYY, VASILIIY LYSYY, et al.,)
Plaintiffs,)
v.)
DEUTSCHE BANK NATIONAL TRUST)
COMPANY and DEUTSCHE BANK NATIONAL)
TRUST COMPANY, as Trustee etc., et al.,)
Defendants.)

NO. 2:24-cv-00062-JLR

DECLARATION OF
TATYANA LYSYY

1. I am Tatyana Lysyy, one of the Plaintiffs in this action. I am over the age of 18 years and competent to testify to the facts herein.

2. My husband Vasiliy Lysyy and myself are the owners of the property at 12921 S.E. 318th Way, Auburn, Washington 98092 ("Auburn home). I am the only contractual signer of the promissory note that Deutsche Bank National Trust Company claims to hold on the property. Both my husband and myself are signers of the deed of trust associated with the note

3. The property at 12921 S.E. 318th Way, Auburn, Washington 98092 has both a FRONT DOOR (where the lockbox is located) and a STORM DOOR (which is generally in the covering position) outside of the front door.

4. Bank of America was the previous mortgage servicer of the loan at issue here. Exhibit 1 is a Notice of Acceleration that Bank of America sent me on September 15, 2010, because the loan was several months delinquent. No payments have been made since that time.

DECLARATION OF TATYANA LYSYY -- 1

Lake Hills Legal Services PC
15600 N.E. 8th St., # B1-358
Bellevue, Washington 98008
Telephone: (425) 829-5305
E-mail: rp98007@gmail.com

1 5. Bank of America issued a Notice of Default on this mortgage loan, in the format
2 needed to start a foreclosure sale, on August 7, 2015. Exhibit 2 is the Notice of Trustee's Sale
3 filed on September 25, 2015 by the foreclosure trustee, Quality Loan Service Corporation
4 ("Quality Loan"), which references the Notice of Default issued on August 7, 2015.

5 6. On November 16, 2016, servicing of the mortgage loan was transferred from Bank
6 of America to Select Portfolio Servicing, Inc. ("SPS") Needless to say, the mortgage loan was
7 even more severely in default then, since no payments have been made since at least early 2010.
8 Exhibit 3 is the October 27, 2016 letter from Bank of America notifying me of this transfer.

9 7. Exhibit 4 is the bankruptcy petition I filed on the morning of October 11, 2019 in
10 U.S. Bankruptcy Court for the Western District of Washington at Seattle No. 19-13736-TWD-1,
11 about an hour before a trustee foreclosure sale was supposed to start. I provided the Bankruptcy
12 Court with two post office box addresses for SPS, as you can see from creditor list filed with the
13 petition on the last page. I did NOT provide the Bankruptcy Court with the e-mail address they
14 used for SPS of to jennifer.chacon@spservicing.com. I personally have no idea who Jennifer
15 Chacon is, and saw this address for the first time when I received paperwork with this e-mail
16 address on it from the Bankruptcy Court. My understanding is that creditors such as SPS can
17 give the Bankruptcy Noticing Center an e-mail address, if they want court notices immediately.

18 8. Exhibit 5 is a letter I received from SPS dated October 17, 2019, stating that
19 "eviction proceedings on the above referenced property [Auburn home] have been initiated on
20 10/16/2019". This was an extreme shock, because (1) I had filed bankruptcy before the trustee
21 foreclosure sale, and had been informed by Quality Loan that no trustee sale deed would be
22 issued if they verified the timing of my bankruptcy filing, and (2) even if there had been a proper
23 foreclosure sale, the purchaser was not entitled to possession until 20 days after the sale.

24 7. Exhibit 6 is one page of the account payment register that SPS furnished to me. I
25 was billed \$700.00 for eviction attorney fees by SPS on November 11, 2019, even though no
26 eviction was actually ever started and they had no legal right to evict us from the Auburn home.
27 This charge would have been included in the mortgage billing statement in November 2019.

8. Exhibit 7 is a letter I received from SPS dated February 20, 2022. In this letter, SPS admits to taking over the Auburn home on October 15, 2019, and also states that the mortgage loan has been delinquent since April 1, 2010.

9. Exhibit 8 is a representative mortgage statement from SPS, this one December 15, 2022. (I do not have my own copy of the statement on which the November 11, 2019 “eviction attorney fees” appeared in my possession anymore.) Every charge that was billed by SPS each month appeared on these statements. The loan also carries a variable interest rate, which was 5.00% at the time of this statement, and has increased somewhat since that time.

DECLARATION

I declare under penalty of perjury that the above and foregoing is true and correct under penalty of perjury under the laws of the United States of America.

Signed at Fife, Washington on March 4, 2024.

TATYANA LYSYY

EXHIBIT 1



Send Payments to:
P.O. Box 515503
Los Angeles, CA 90051-6803

Tatyana Lysyy
12921 SE 318TH WAY
AUBURN, WA 98092-0907

Account No.:
Property Address:
12921 Se 318th Way
Auburn, WA 98092-0907

Dear Tatjana Lysvy:

BAC Home Loans Servicing, LP (hereinafter "BAC Home Loans Servicing, LP") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this notice is as follows:

<u>Monthly Charges:</u>	04/01/2010	\$7,952.82
<u>Late Charges:</u>	04/01/2010	\$331.35
<u>Other Charges:</u>	Total Late Charges:	\$596.43
	Uncollected Costs:	\$135.00
	Partial Payment Balance:	(\$503.04)
	TOTAL DUE:	\$8,512.56

You have the right to cure the default. To cure the default, on or before October 15, 2010, BAC Home Loans Servicing, LP must receive the amount of \$8,512.56 plus any additional regular monthly payment or payments, late charges, fees and charges which become due on or before October 15, 2010.

The default will not be considered cured unless BAC Home Loans Servicing, LP receives "good funds" in the amount of \$8,512.56 on or before October 15, 2010. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. BAC Home Loans Servicing, LP reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before October 15, 2010, the mortgage payments **will be accelerated** with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, BAC Home Loans Servicing, LP and the Noteholder shall be entitled to collect all fees and costs incurred by BAC Home Loans Servicing, LP and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument and as permitted by law.**

If you are unable to cure the default on or before October 15, 2010, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

BLONSEY 8795 12/11/2009

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP.
- Don't send cash.
- Promis includes coupon with your payment.

For all full monthly payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



Account Number:
Tatyana Lysyy
12921 Se 318th Way
Auburn, WA 98092-0907

Balance Due for charges listed above: \$8,512.56 as of September 15, 2010
Please update e-mail information on the reverse side of this coupon

Please update e-mail information on the reverse side of this card.

BLONSENV

BAC Home Loans Servicing, LP
PO BOX 515503
Los Angeles, CA 90051-6803

Additional
Principles

00000851256000851256

05869900580

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by October 15, 2010 as outlined above will result in the acceleration of your debt.

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 1-800-569-4287. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 1-800-877-8339.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-4578. Our office hours are between Mon - Fri, 8am to 9pm Eastern Time.

Sincerely,

Loan Counseling Center

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number:
Tatyana Lysyy E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest; (ii) escrow deficiencies; (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

EXHIBIT 2

Electronically Recorded
20150925001904

SIMPLIFILE

NTS

75.00

Page 001 of 004

09/25/2015 04:56

King County, WA

WHEN RECORDED MAIL TO:
Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: WA-15-675789-SW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.: 713791-0300

Title Order No.: 150165623-WA-MSI

Deed of Trust Grantor(s): TATYANA LYSYY, VASILII LYSYY

Deed of Trust Grantee(s): MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR PMC BANCORP, A CALIFORNIA CORPORATION

Deed of Trust Instrument/Reference No.: 20061117002321

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington 61.24, et seq.

I. **NOTICE IS HEREBY GIVEN** that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 1/29/2016, at 10:00 AM at the 4th Avenue Entrance of the King County Administration Building, located one block east of the Courthouse, 500 4th Avenue, Seattle, WA sell at public auction to the highest and best bidder, payable in the form of credit bid or cash bid in the form of cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of KING, State of Washington, to-wit:

**LOT 30, RAINIER RIDGE DIVISION NO. II, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 164 OF PLATS, PAGES 64 THROUGH 66, RECORDS OF KING
COUNTY, WASHINGTON. Tax Parcel Number: 7137910300**

More commonly known as:

12921 SE 318TH WAY, AUBURN, WA 98092

which is subject to that certain Deed of Trust dated 11/9/2006, recorded 11/17/2006, under 20061117002321 records of KING County, Washington, from TATYANA LYSYY AND VASILII LYSYY, HUSBAND AND WIFE, as Grantor(s), to THE TALON GROUP, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PMC BANCORP, A CALIFORNIA CORPORATION, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PMC BANCORP, A CALIFORNIA CORPORATION (or by its successors-in-interest and/or assigns, if any), to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1.

II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

III. The default(s) for which this foreclosure is made is/are as follows:
Failure to pay when due the following amounts which are now in arrears: **\$85,150.10**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$249,500.00**, together with interest as provided in the Note from **3/1/2010** on, and such other costs and fees as are provided by statute.

V. The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **1/29/2016**. The defaults referred to in Paragraph III must be cured by **1/18/2016** (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **1/18/2016** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **1/18/2016** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME

TATYANA LYSYY AND VASILII LYSYY, HUSBAND AND WIFE

ADDRESS

12921 SE 318TH WAY, AUBURN, WA 98092

by both first class and certified mail, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting. These requirements were completed as of **8/7/2015**.

VII. The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 DAYS from the recording date of this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Toll-free: **1-877-894-HOME (1-877-894-4663)** or Web site: http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm.

The United States Department of Housing and Urban Development: Toll-free: **1-800-569-4287** or National Web Site: <http://portal.hud.gov/hudportal/HUD> or for Local counseling agencies in Washington: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: **1-800-606-4819** or Web site: <http://nwjustice.org/what-clear>.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE


As required by law, you are hereby notified that a negative credit report reflecting on your credit record
may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Dated:

SEP 24 2015

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corp.
411 Ivy Street, San Diego, CA 92101
(866) 645-7711


Quality Loan Service Corp. of Washington, as Trustee
By: Maria Montana, Assistant Secretary

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202
Seattle, WA 98104
(866) 925-0241

Sale Line: 916.939.0772

Or Login to: <http://wa.qualityloan.com>

TS No.: WA-15-675789-SW

A notary public or other officer completing this certificate verifies only the identity of the individual who
signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of
that document.

State of: California)

County of: San Diego)

On SEP 24 2015 before me, Christine Marie Bitanga a notary public, personally
appeared MARIA MONTANA, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of **California** that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)


Signature

Christine Marie Bitanga



EXHIBIT 3

Bank of America

Home Loans

P.O. Box 31785
TAMPA, FL 33631-3785

IMPORTANT INFORMATION ENCLOSED

TATYANA LYSYY
4109 68TH AVE E
FIFE, WA 98424

Send Correspondence to:
P.O. Box 31785
TAMPA, FL 33631-3785

Business Address:
450 American Street
Simi Valley, CA 93065-6285

Notice Date: October 27, 2016

Loan No.: [REDACTED] 7663

Property Address:
12921 Se 318th Way
Auburn, WA 98092

TATYANA LYSYY:

The servicing of your home loan will transfer to Select Portfolio Servicing Inc. on November 16, 2016.

IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN

On November 16, 2016, the servicing of your above referenced mortgage loan will transfer to Select Portfolio Servicing Inc.. As of that date, your new servicer, Select Portfolio Servicing Inc., will support all of your loan servicing, including billing, payment processing, and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Select Portfolio Servicing Inc..

Enclosed is a **Notice of Servicing Transfer** from Bank of America regarding the above referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. **Please review this notice and retain it for your records.**

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Select Portfolio Servicing Inc. to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 8a.m. to 9p.m. ET at 1-800-669-6607.

WHAT YOU NEED TO KNOW

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Select Portfolio Servicing Inc. is aware of your current status and will have all of your documents. Please contact Select Portfolio Servicing Inc. to complete the process and determine which programs may best suit your current situation. For more information on working with Select Portfolio Servicing Inc., please review the frequently asked questions below.

ANSWERS TO QUESTIONS YOU MAY HAVE**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Select Portfolio Servicing Inc. within the next few weeks which will outline this important information.
- The transfer of your loan to Select Portfolio Servicing Inc. does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Select Portfolio Servicing Inc., an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through November 15, 2016. You will begin making payments to Select Portfolio Servicing Inc. on November 16, 2016.
- If you do not receive a billing statement from Select Portfolio Servicing Inc. before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old Bank of America loan number on the check.

What if I have automatic payments set up with Bank of America?

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of November 15, 2016. Please look for instructions from Select Portfolio Servicing Inc. or contact them on or after November 16, 2016 to determine what payment options they may offer.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Will I still be able to make my mortgage payment at a Bank of America financial center or through online banking?

- You will no longer be able to make your payment at a Bank of America financial center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Select Portfolio Servicing Inc. on or after November 16, 2016.

When my loan is transferred, will I still have access to my online loan information through Bank of America?

- After the transfer is complete, your mortgage account will be moved to Select Portfolio Servicing Inc.. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Select Portfolio Servicing Inc. will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online banking.

How will the service transfer affect my other Bank of America accounts?

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?

- The loan assistance programs that are offered by Select Portfolio Servicing Inc. are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Select Portfolio Servicing Inc. has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America, N.A..
- We will transfer any supporting documentation you may have submitted to us to Select Portfolio Servicing Inc.. We encourage you to work with Select Portfolio Servicing Inc. to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through November 15, 2016. On or after November 16, 2016, your payments should be made to Select Portfolio Servicing Inc. unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Select Portfolio Servicing Inc..

Will my ability to receive financial counseling be impacted by this servicing transfer?

- If you have previously received an offer for financial counseling in association with a HAMP trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

What if I need loan assistance after the transfer?

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Select Portfolio Servicing Inc. right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

What if I am refinancing my mortgage loan that is being transferred?

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.

What about my optional insurance products with or through Bank of America?

- If your payments include amounts for any optional insurance products such as credit insurance, accidental death insurance, etc., please read the "Information About Optional Insurance Products" section in the enclosed notice carefully.

What about my other (non-insurance) optional products with or through Bank of America?

- If your payments include amounts for any other optional products you have purchased such as home warranty, identity theft protection, etc., we will no longer make payments to the optional product provider on your behalf. As a result, your optional product may be cancelled unless you are able to make alternative arrangements to pay the amounts due. To see if it is possible to establish another payment method and maintain your optional products, you will need to contact your optional product provider.
- Your provider contact information may be found on your monthly mortgage statement. If you have more than two optional products, they may not all be listed on your monthly mortgage statement. If you are unsure about how many optional products you have or you have questions about your products, please contact Bank of America.

WE'RE HERE TO HELP

Thank you for the opportunity to serve your home loan needs. If you have any questions or need assistance prior to your loan transfer, please call us toll free at 1-800-669-6607, Monday-Friday 8a.m. to 9p.m. ET.

Beginning November 16, 2016, Select Portfolio Servicing Inc. can assist you with any questions related to your home loan and the transfer of servicing. Select Portfolio Servicing Inc.'s customer service number is 1-800-258-8602, Monday - Thursday, 8 a.m. to 11 p.m. ET, Friday, 8 a.m. to 9 p.m. ET and Saturday, 8 a.m. to 2 p.m. ET.

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24/7. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUD-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

NOTICE OF SERVICING TRANSFER

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Select Portfolio Servicing Inc.**, effective December 01, 2016.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO NOVEMBER 16, 2016:

Your *present servicer* is **Bank of America, N.A.**. If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A.** Customer Service at 1-800-669-6607, Monday-Friday 8 a.m. to 9 p.m. ET. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA, FL 33631-3785.

YOUR NEW SERVICER ON AND AFTER NOVEMBER 16, 2016:

Your *new servicer* will be **Select Portfolio Servicing Inc.**

Phone Number for Questions Related to Servicing Transfer

The telephone number of **Select Portfolio Servicing Inc.** is 1-800-258-8602. If you have any questions relating to the transfer of servicing to your new servicer, please call **Select Portfolio Servicing Inc.** Customer Service toll-free at 1-800-258-8602, Monday - Thursday, 8 a.m. to 11 p.m. ET, Friday, 8 a.m. to 9 p.m. ET and Saturday, 8 a.m. to 2 p.m. ET.

Address for Written Questions Related to Servicing Transfer

The address to send written questions related to the transfer of servicing to **Select Portfolio Servicing Inc.** is:

Select Portfolio Servicing Inc.
P.O. Box 65250

Salt Lake City, UT 84165-0250

Address for Mailed Payments

The address to send payments to **Select Portfolio Servicing Inc.** is:

Select Portfolio Servicing Inc.
PO Box 65450
Salt Lake City, UT 84165-0450

Please include your loan number on all checks, cashier's checks and other payments sent to **Select Portfolio Servicing Inc.**

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is November 15, 2016.

The date that your *new servicer* **Select Portfolio Servicing Inc.** will start accepting payments from you is November 16, 2016. Send all payments due on or after that date to your *new servicer*.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.

TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.



EXHIBIT 4

19-13736

 Filed
 12/11/17
 10:03 AM
 USDC
 SDNY
 19-13736
Fill in this information to identify your case:

United States Bankruptcy Court for the:

Western District of Washington

Case number (if known): _____

Chapter you are filing under:

☐ Chapter 7☐ Chapter 11☐ Chapter 12☒ Chapter 13☐ Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself**About Debtor 1:****About Debtor 2 (Spouse Only in a Joint Case):****1. Your full name**

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Tatyana

First name

Middle name

Lysyy

Last name

Suffix (Sr., Jr., II, III)

First name

Middle name

Last name

Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

XXX - XX - 4 5 6 8

OR

9 XX - XX -

XXX - XX -

OR

9 XX - XX -

Debtor 1

Tatyana

Lysyy

First Name

Middle Name

Last Name

Case number (if known)

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

Include trade names and doing business as names

☒ I have not used any business names or EINs.

Business name

Business name

EIN

EIN

☐ I have not used any business names or EINs.

Business name

Business name

EIN

EIN

5. Where you live

12921 SE 318th Way

Number Street

Auburn

City

WA

State

98092

ZIP Code

King

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

4109 68th Ave E

Number Street

P.O. Box

Fife

City

WA

State

98424

ZIP Code

If Debtor 2 lives at a different address:

Number Street

City

State

ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number Street

P.O. Box

City

State

ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
(See 28 U.S.C. § 1408.)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
(See 28 U.S.C. § 1408.)

Debtor 1

Tatyana

First Name

Middle Name

Lysvy

Last Name

Case number (if known)

Part 2: Tell the Court About Your Bankruptcy Case**7. The chapter of the Bankruptcy Code you are choosing to file under**

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☒ Chapter 13

8. How you will pay the fee

- ☐ I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☒ I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?☒ No

- ☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
- District _____ When _____ Case number _____
MM / DD / YYYY
- District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?☒ No

- ☐ Yes. Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY
- Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY

11. Do you rent your residence?☒ No. Go to line 12.☐ Yes. Has your landlord obtained an eviction judgment against you?☐ No. Go to line 12.☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

Part 3: Report About Any Businesses You Own as a Sole Proprietor**12. Are you a sole proprietor of any full- or part-time business?**☒ No. Go to Part 4.☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number Street

City

State

ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))☐ None of the above**13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?**

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ No. I am not filing under Chapter 11.☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention****14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?**☒ No☐ Yes. What is the hazard?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

If immediate attention is needed, why is it needed?

Where is the property?

Number Street

City

State

ZIP Code

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:

- ☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

- ☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

- ☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:

- ☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

- ☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

- ☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1

Tatyana

First Name

Lysyy

Last Name

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes**16. What kind of debts do you have?****16a. Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

- ☐ No. Go to line 16b.
☒ Yes. Go to line 17.

16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

- ☐ No. Go to line 16c.
☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts.**17. Are you filing under Chapter 7?**☒ No. I am not filing under Chapter 7. Go to line 18.

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

- ☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- ☐ No
☐ Yes

18. How many creditors do you estimate that you owe?

- ☒ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
- ☐ 1,000-5,000
☐ 5,001-10,000
☐ 10,001-25,000
- ☐ 25,001-50,000
☐ 50,001-100,000
☐ More than 100,000

19. How much do you estimate your assets to be worth?

- ☒ \$0-\$50,000
☐ \$50,001-\$100,000
☐ \$100,001-\$500,000
☐ \$500,001-\$1 million
- ☐ \$1,000,001-\$10 million
☐ \$10,000,001-\$50 million
☐ \$50,000,001-\$100 million
☐ \$100,000,001-\$500 million
- ☐ \$500,000,001-\$1 billion
☐ \$1,000,000,001-\$10 billion
☐ \$10,000,000,001-\$50 billion
☐ More than \$50 billion

20. How much do you estimate your liabilities to be?

- ☐ \$0-\$50,000
☐ \$50,001-\$100,000
☐ \$100,001-\$500,000
☐ \$500,001-\$1 million
- ☐ \$1,000,001-\$10 million
☐ \$10,000,001-\$50 million
☐ \$50,000,001-\$100 million
☐ \$100,000,001-\$500 million
- ☒ \$500,000,001-\$1 billion
☐ \$1,000,000,001-\$10 billion
☐ \$10,000,000,001-\$50 billion
☐ More than \$50 billion

Part 7: Sign Below**For you**

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

X

Signature of Debtor 1

Executed on

10 11 2019
MM / DD / YYYY

X

Signature of Debtor 2

Executed on

MM / DD / YYYY

Debtor 1

Tatyana

Lysyy

First Name

Middle Name

Last Name

Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

X

Signature of Attorney for Debtor

Date

MM / DD / YYYY

Printed name

Firm name

Number Street

City

State

ZIP Code

Contact phone

Email address

Bar number

State

Debtor 1

Tatyana

Lysyy

Case number (if known)

First Name Middle Name

Last Name

For you if you are filing this bankruptcy without an attorney

If you are represented by an attorney, you do not need to file this page.

The law allows you, as an individual, to represent yourself in bankruptcy court, but **you should understand that many people find it extremely difficult to represent themselves successfully. Because bankruptcy has long-term financial and legal consequences, you are strongly urged to hire a qualified attorney.**

To be successful, you must correctly file and handle your bankruptcy case. The rules are very technical, and a mistake or inaction may affect your rights. For example, your case may be dismissed because you did not file a required document, pay a fee on time, attend a meeting or hearing, or cooperate with the court, case trustee, U.S. trustee, bankruptcy administrator, or audit firm if your case is selected for audit. If that happens, you could lose your right to file another case, or you may lose protections, including the benefit of the automatic stay.

You must list all your property and debts in the schedules that you are required to file with the court. Even if you plan to pay a particular debt outside of your bankruptcy, you must list that debt in your schedules. If you do not list a debt, the debt may not be discharged. If you do not list property or properly claim it as exempt, you may not be able to keep the property. The judge can also deny you a discharge of all your debts if you do something dishonest in your bankruptcy case, such as destroying or hiding property, falsifying records, or lying. Individual bankruptcy cases are randomly audited to determine if debtors have been accurate, truthful, and complete. **Bankruptcy fraud is a serious crime; you could be fined and imprisoned.**

If you decide to file without an attorney, the court expects you to follow the rules as if you had hired an attorney. The court will not treat you differently because you are filing for yourself. To be successful, you must be familiar with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules of the court in which your case is filed. You must also be familiar with any state exemption laws that apply.

Are you aware that filing for bankruptcy is a serious action with long-term financial and legal consequences?

☐ No

☒ Yes

Are you aware that bankruptcy fraud is a serious crime and that if your bankruptcy forms are inaccurate or incomplete, you could be fined or imprisoned?

☐ No

☒ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out your bankruptcy forms?

☒ No

☐ Yes. Name of Person _____

Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

By signing here, I acknowledge that I understand the risks involved in filing without an attorney. I have read and understood this notice, and I am aware that filing a bankruptcy case without an attorney may cause me to lose my rights or property if I do not properly handle the case.

X



Signature of Debtor 1

Date

10 / 11 / 2019
MM / DD / YYYY

Contact phone _____

Cell phone _____

Email address _____

X

Signature of Debtor 2

Date

MM / DD / YYYY

Contact phone _____

Cell phone _____

Email address _____

List of Creditors

Select Portfolio Servicing, Inc.

P.O. Box 65250

Salt Lake City, UT 84165-0250


Specialized Loan Servicing LLC

P.O. Box 636005

Littleton, CO 80163-6005

EXHIBIT 5

October 17, 2019

 Occupant(s)
12921 SE 318TH WAY
AUBURN, WA 98092

Dear Occupant(s):

Select Portfolio Servicing, Inc. (SPS) is writing to inform you that **eviction proceedings** on the above referenced property **have been initiated** on **10/16/2019**. However, while eviction proceedings have been initiated, or are to be initiated, you may still be eligible for relocation assistance programs.

If you have questions or concerns regarding the eviction proceedings or possible relocation assistance options, please contact SPS immediately. Our associates will review and work with you regarding your situation.

Please contact SPS at 800-962-6010 Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.



EXHIBIT 6



Corporate Advance History

Date: March 10, 2021

Loan Number:

Transaction Date	Transaction Code	Transaction Description	Transaction Sequence	Transaction Desc	Amount	Reason Code	Reason Desc	Payee Code	Payee Desc	Processor ID	Corporate Code	Recoverable Code	Recoverable Description
11/12/2019	745	Corporate Advance Adjustment			\$ -250.00	TCNL	TITLE CANCEL TN			BAG	01R01	R	Recoverable
11/11/2019	631	Property Preservation Disbursement (Corporate Advance)			\$ 250.00	TCNL	TITLE CANCEL TN SLINKT TITLE COMP	MSPA	SERVICELINK	NIR	01R01	R	Recoverable
11/11/2019	630	Attorney Advance Disbursement (Corporate Advance)			\$ 700.00	ATEF	EVICTON FEES	ATCA MCCA	MCCALLA RAYMER LEIBERT	NIR	01R01	R	Recoverable
10/21/2019	630	Attorney Advance Disbursement (Corporate Advance)			\$ 600.00	FATT	FC ATTY FEES	ATCA MCCA	MCCARTHY & NIV HOLTHUS LLP	NIV	01R01	R	Recoverable
10/21/2019	632	Statutory Expense Disbursement (Corporate Advance)			\$ 94.40	FCST	FC COSTS	ATCA MCCA	MCCARTHY & NIV HOLTHUS LLP	NIV	01R01	R	Recoverable
10/09/2019	631	Property Preservation Disbursement (Corporate Advance)			\$ 140.00	FBPO	PROP VALUATION	RRR	RESIDENTIAL REAL ESTATE	BPO	75R80	R	Recoverable
09/06/2019	632	Statutory Expense Disbursement (Corporate Advance)			\$ 402.70	FCST	FC COSTS	ATCA MCCA	MCCARTHY & NIV HOLTHUS LLP	NIV	01R01	R	Recoverable
08/29/2019	630	Attorney Advance Disbursement (Corporate Advance)			\$ 50.00	FATT	FC ATTY FEES	ATCA MCCA	MCCARTHY & NIV HOLTHUS LLP	NIV	01R01	R	Recoverable
07/15/2019	632	Statutory Expense Disbursement (Corporate Advance)			\$ 90.00	FCST	FC COSTS	ATCA MCCA	MCCARTHY & NIV HOLTHUS LLP	NIV	01R01	R	Recoverable

EXHIBIT 7

February 2, 2022

TATYANA LYSYY
4109 68TH AVENUE E
FIFE, WA 98424-3815

Account Number: 0019505445
Property Address: 12921 SE 318TH WAY
AUBURN, WA 98092

Dear TATYANA LYSYY,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, received your inquiries on January 13, 2022, and January 14, 2022. In your inquiries, you raised question(s) regarding:

- Loss Mitigation
- Property Damage

We have completed a full review of your inquiries and the account. Our response is below.

Loss Mitigation

In your inquiries, you requested loss mitigation assistance. You previously indicated that you have been impacted by COVID-19. On April 1, 2020, SPS sent you the enclosed Forbearance Plan. As outlined in the Forbearance Plan, your mortgage account has been approved for a three-month Temporary Hardship Forbearance Plan beginning on March 1, 2020.

Our records show that you have completed the Post-COVID-19 Application, and based on the information provided, a Post-COVID-19 Assistance Review was initiated July 30, 2020. You were sent the enclosed Required Information Notice – COVID-19 on August 6, 2020. This application listed all the documents required from you to complete the COVID-19 Assistance Review. The Required Information Notice – COVID-19 clearly stated the September 5, 2020, deadline to submit the required documentation. As indicated in the enclosed COVID-19 Decision Notice dated September 30, 2020, the COVID-19 Assistance Review was closed because we did not receive the required documents on or before the specified due date.

In addition, on September 21, 2021, a Short Payoff Review was initiated. SPS received an offer for \$205,000.00. On January 7, 2022, an interior inspection of the property was completed with a return value of \$520,000.00. SPS completed a review of Mikes Home Inspection Report dated July 10, 2019. However, the inspection report was over two years old and was not considered; therefore, no property value adjustment was considered. SPS sent you the enclosed Short Payoff Counter-Offer dated November 2, 2021, which advised the offer was insufficient.

On January 27, 2022, the Short Payoff was denied because the offer received was not sufficient. Enclosed is a copy of the Assistance Review Denial dated January 27, 2022, for your review.

If you can **increase your offer**, please call SPS to discuss. If you disagree with the property value, please provide appropriate documents so we may review. These documents may include **recent appraisal, licensed contractor bids, color photos, and local comparables.**




You requested investor guidelines. SPS conducts its reviews in accordance with applicable laws and investor eligibility rules; however, where your inquiries requested information that is either proprietary or confidential, we will not be providing such information.

If you have any questions about the review process, you may contact SPS at the number listed below or visit our website for more information.

Property Damage

In your inquiries, you stated SPS changed the locks to the property without warning and in error. You further stated that we broke into the home, removed some possessions from the home and outbuilding, and water pipes were cut which caused damages. You also stated that an eviction had taken place in error, and you weren't provided access to the home for a period of time. Please be advised this was secured per request from SPS on October 15, 2019, as it was a Real Estate Owned (REO) property in evictions at this time. The property was winterized and secured, but no personal property was removed or pipes cut by Residential RealEstate Review, Inc. (RRR). There was also a code violation in February 2020 in which exterior work was also completed.

As of the date of this letter, the account is due for April 1, 2010.

SPS has reviewed and responded to your inquiries as discussed above. We have provided all documentation relied upon in reaching our determination. If a document was not provided it is because it is privileged or proprietary. 

We appreciate the opportunity to address the issue(s) noted in your inquiries. The account has been assigned a Relationship Manager to assist with the resolution process. The assigned Relationship Manager, Nasimah Yunus, can be reached at 888-818-6032, extension 39122, or by email at relationship.manager@spservicing.com. If the Relationship Manager is not available, any of our trained servicing representatives can assist with answers to questions regarding the account. Representatives are available Monday through Thursday between the hours of 8:00 a.m. and 11:00 p.m., Friday from 8:00 a.m. to 9:00 p.m., and Saturday from 8:00 a.m. to 2:00 p.m., Eastern Time. You may also access account information, schedule payments, and review loss mitigation status on the SPS website www.spservicing.com.

Sincerely,

Benjamin Rosenbaum
Customer Advocate

Enclosure(s)

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámennos al número 800-831-0118 y seleccione/marque la opción 2

This is in response to your request for information

EXHIBIT 8

Customer Service: (800) 258-8602
Monday - Friday 8:00AM - 9:00PM ET
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Tatyana Lysy
4109 68th Ave E
Fife, WA 98424-3815

5195



Account Information

Interest Bearing Principal	\$249,500.00
Deferred Principal	\$0.00
Outstanding Principal ¹	\$249,500.00
Interest Rate (Until Jun. 2023)	5.000% ⁶
Prepayment Penalty	No

Account Number

Property Address 12921 SE 318TH WAY
AUBURN WA 98092

Loan Due Date 04/01/2010 ⁴
Payment Due Date 01/01/2023
Amount Due **\$243,553.85**

Explanation of Amount Due

This account has been accelerated, which means all outstanding amounts are due. The accelerated amount as of 12/15/2022 is \$454,054.93¹.

As of 12/15/2022, SPS will accept the amount below to reinstate this account.

Current Payment Due	\$2,837.75
Unpaid Late Charges	\$491.01
Other Charges and Fees	\$17,496.67
Past Due Payment(s)	\$222,728.42
Unapplied Payment(s)	\$0.00
Amount to Reinstate Account	\$243,553.85

Transaction Activity (11/15/2022 to 12/15/2022)

Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Other Fees	Expenses Pd by Servicer	Total ¹
11/15	BEG BALANCE	\$249,500.00	\$124,907.59	\$61,128.03	\$491.01	\$0.00	\$17,496.67	\$453,523.30
11/17	HAZARD INS	0.00	0.00	158.09	0.00	0.00	0.00	158.09
12/15	ENDING BALANCE	\$249,500.00	\$124,907.59	\$61,286.12	\$491.01	\$0.00	\$17,496.67	\$453,681.39

Past Payments Breakdown

	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	
Total	\$0.00	\$0.00
Total Unapplied Balance	\$0.00	

Important Messages

All communication sent to you by SPS is always available on our website: www.spservicing.com. For faster access to written communication and documents, please log in to your customer account on our website to view.

¹ This amount is not a payoff quote. If you would like a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

This is an attempt to collect a debt. All information obtained will be used for that purpose.

We have paid Taxes and/ or Insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.

**Delinquency Notice **

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home.

As of December 15, 2022, you are 4,641 days delinquent on your mortgage loan.

- * Payment due 12/2022: Unpaid payment of \$2,739.34.
- * Payment due 11/2022: Unpaid payment of \$2,739.34.
- * Payment due 10/2022: Unpaid payment of \$2,739.34.
- * Payment due 09/2022: Unpaid payment of \$2,739.34.
- * Payment due 08/2022: Unpaid payment of \$2,067.84.
- * Payment due 07/2022: Unpaid payment of \$2,067.84.

Total: \$243,553.85 due. You must pay this amount to bring your loan current.

SPS has referred your account to an attorney for legal action.

If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

MONTHLY PAYMENT COUPON

Amount Due

Make checks payable to: Select Portfolio Servicing